

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>LEROY JACKSON, on behalf of</b>	)	
<b>himself and all others similarly situated,</b>	)	<b>Civil Action No.</b>
	)	
<b>Plaintiff,</b>	)	<b>1:14-cv-00174-TWT</b>
<b>v.</b>	)	
	)	<b>JURY TRIAL DEMANDED</b>
<b>FIRE OF BRAZIL II, LLC d/b/a</b>	)	
<b>JALAPENO CHARLIE'S,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	

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**JOINT MOTION FOR REVIEW AND APPROVAL  
OF SETTLEMENT AND RELEASE AGREEMENT**

Plaintiff LeRoy Jackson (“Plaintiff”) and Defendant Fire of Brazil II, LLC d/b/a Jalapeno Charlie’s (“Defendant”), by and through the undersigned counsel, move this Court for a review and approval of their Settlement Agreement and General Release. As grounds for this Motion, the Parties show the Court as follows:

1.

Plaintiff filed his Complaint [ECF No. 1] on January 21, 2014, alleging violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201, *et seq.*

2.

Based upon the understandings and assessments of each party, the Parties, acting at arm's length and in good faith, negotiated and entered into a confidential Settlement Agreement and Release of Claims (hereinafter "the Agreement").

3.

Because the Parties have agreed to keep the terms of the Agreement confidential, the Parties will submit a copy of the Agreement directly to chambers for the Court's consideration, along with a courtesy copy of this Motion.

4.

The Parties represent that the terms set forth in the Agreement represent a reasonable compromise between the positions of the Parties.

5.

Pursuant to Lynn's Food Stores, Inc. v. United States of America, 679 F.2d 1350, 1353 (11th Cir. 1982), judicial approval is required to give effect to Plaintiff's release of their FLSA claims, which is material to the Agreement.

6.

Once the Court approves the Agreement and all payments have made as set forth in Paragraph 1 of the Settlement Agreement, the Parties will file a Stipulation of Dismissal of this case with prejudice.

7.

The Parties further request that the Court retain jurisdiction over this matter until all payments have been made as set forth in Paragraph 1 of the Settlement Agreement and incorporate the Settlement Agreement into its Order granting this Motion.

WHEREFORE, the Parties respectfully request that this Court review and approve their Settlement Agreement and Full and Final Release of All Claims. For the Court's convenience, a proposed Order granting this Motion is attached hereto as Attachment "A".

Respectfully submitted this 3<sup>rd</sup> day of October, 2014,

**BARRETT & FARAHANY, LLP**

s/ Benjamin F. Barrett

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COUNSEL FOR DEFENDANT

COUNSEL FOR PLAINTIFF

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	)	
<b>Defendant.</b>	)	
	)	

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**CERTIFICATE OF COUNSEL**

Pursuant to LR 7.1 of the Northern District of Georgia Local Rules, the undersigned counsel certifies that the within and foregoing motion was prepared using Times New Roman (14 point), one of the fonts and point selections approved by the Court in LR 5.1(C).

*s/ Abigail J. Larimer*  
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Counsel for Plaintiff